

**Local 372, International Brotherhood of Teamsters, AFL-CIO; Detroit Mailers Union No. 2040, International Brotherhood of Teamsters, AFL-CIO; GCIU Local Union No. 13N, Graphic Communications International Union, AFL-CIO; GCIU Local Union No. 289, Graphic Communications International Union, AFL-CIO; Newspaper Guild of Detroit, Local 22, The Newspaper Guild, AFL-CIO; Detroit Typographical Union No. 18, Communications Workers of America, AFL-CIO; and The Detroit Metropolitan Council of Newspapers Union, AFL-CIO and Detroit Newspaper Agency d/b/a Detroit Newspapers.** Cases 7-CC-1667, 7-CC-1670, and 7-CC-1680

September 17, 1997

### DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX  
AND HIGGINS

Upon separate charges filed by the Charging Party on October 28 and November 25, 1996, and April 7, 1997, the General Counsel of the National Labor Relations Board issued separate complaints on December 4 and 9, 1996 and May 29, 1997, in the above-captioned cases, against the Respondent Unions alleging that they have violated Section 8(b)(4)(i) and (ii)(B) of the National Labor Relations Act. On August 1, 1997, the General Counsel issued an order consolidating the cases. Although properly served copies of the charges, complaints, and order consolidating cases, the Respondents failed to file an answer to the complaints in Cases 7-CC-1667 and 7-CC-1670, and by letter dated July 30, 1997, withdrew their answers to the complaint in Case 7-CC-1680.

On August 8, 1997, the General Counsel filed a Motion for Default Summary Judgment with the Board. On August 12, 1997, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Neither the Respondents nor the Charging Party filed a response. The allegations in the motion are therefore undisputed.

#### Ruling on Motion for Default Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaints affirmatively note that unless an answer is filed within 14 days of service, all the allegations therein will be considered admitted. Nevertheless, the Respondents failed to file an answer to the complaints in Cases 7-CC-1667 and 7-CC-1670. Further, although the Respondents initially filed answers to the complaint in

Case 7-CC-1680, they subsequently withdrew those answers. Such a withdrawal has the same effect as the failure to file an answer, i.e., the allegations are considered to be admitted. See *Maislin Transport*, 274 NLRB 529 (1985).

Accordingly, in the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Summary Judgment.<sup>1</sup>

<sup>1</sup> The Board twice previously rejected a nonadmission formal settlement in Cases 7-CC-1667 and 7-CC-1670, which was executed by the General Counsel and the Respondent Unions over the Charging Party Employer's objections. The Board rejected the settlement the first time because of certain statements the Respondent Unions made in their strike newspaper about the settlement and its nonadmission clause. See *Teamsters Local 372 (Detroit Newspapers)*, 323 NLRB 278 (1997). In his concurring opinion, Chairman Gould stated that the proposed settlement agreement failed to adequately address the complaint allegations that the Respondent Unions violated Sec. 8(b)(4)(ii)(B) by engaging in certain specified conduct, including signal picketing, mass handbilling, and walkthroughs. Chairman Gould noted that the proposed settlement agreement rejected by the Board left close issues under Sec. 8(b)(4) unresolved by including a nonadmissions clause and by failing to specify whether the alleged conduct was prohibited and subject to contempt sanctions. He further noted that statements by the Respondent Unions indicated that they intended to continue their prior activities and believed that the settlement sanctioned such conduct, and that such statements clearly undermined the efficacy of the stipulated notice to employees and members. Accordingly, in view of these circumstances, Chairman Gould found that the Board could best preserve the integrity of its remedial authority by rejecting the settlement.

The Board rejected the settlement the second time by unpublished order dated June 27, 1997, on the ground that the General Counsel and the Respondents had failed to establish that the Respondents had effectively disavowed their prior statements. In so finding, Chairman Gould and Member Higgins relied on the fact that: (1) the Respondents' disavowal was not published in the same section of the strike newspaper where other strike information was published; and (2) the General Counsel had recently made a determination to issue a complaint in Case 7-CC-1680 alleging that the Respondents had engaged in further unlawful secondary conduct at one of the same companies within days of publication of the disavowal. Member Fox, concurring, relied only on the latter ground, i.e., the fact that the General Counsel had decided to issue a complaint alleging that the Respondents had continued to engage in unlawful secondary conduct.

By failing to file an answer in Cases 7-CC-1667, 7-CC-1670, and 7-CC-1680, or to respond to the General Counsel's instant motion for default summary judgment with respect to all three cases, the Respondents have now effectively admitted that their conduct alleged in the consolidated complaints violated the Act. Accordingly, and as no party contends otherwise, we find that the Respondents' prior statements about the settlement and its nonadmission clause are not a basis for denying the General Counsel's instant motion for summary judgment.

Chairman Gould notes that he concurred with the Board majority in twice rejecting the proposed unilateral settlement in Cases 7-CC-1667 and 7-CC-1670, relying not only on the Respondents' statements about the settlement and its nonadmission clause and their failure to effectively disavow those statements, but also on the fact that the nonadmission settlement and stipulated order failed to specifically address the allegations of the complaint. He agrees with his colleagues here that, in light of the fact that the Respondents have now effectively admitted, by failing to file an answer to the complaints, that their alleged conduct was unlawful, there is no basis for

On the entire record, the Board makes the following

## FINDINGS OF FACT

### I. JURISDICTION

The Charging Party, Detroit Newspaper Agency d/b/a Detroit Newspapers, is organized as a Joint Operating Agreement partnership pursuant to the Federal Newspaper Preservation Act and under Michigan law. The Detroit News, Inc., a subsidiary of Gannett Newspapers, Inc., and the Detroit Free Press, Inc., a subsidiary of Knight-Ridder Newspapers, Inc., are, and have been at all material times herein, copartners doing business under the trade name and style of Detroit Newspaper Agency d/b/a Detroit Newspapers. At all material times, the Charging Party has maintained an office and place of business at 615 West Lafayette, Detroit, Michigan, and has been engaged in the publishing and circulation operations of all non-news and non-editorial departments of The Detroit News and The Detroit Free Press as a unified business enterprise, as agent for, and for the benefit of, both newspapers and is responsible for selling advertisements, printing, and distribution of the two newspapers.

During the year ending December 31, 1995, which period is representative of its operations during all times material hereto, the Charging Party, in the course and conduct of its business operations, derived gross revenues valued in excess of \$500,000, and purchased and received at its facilities in the State of Michigan newsprint and other goods and material valued in excess of \$50,000 directly from points outside the State of Michigan.

We find that the Charging Party has at all material times been an employer and/or a person engaged in commerce within the meaning of Section 2(2), (6), and (7) and 8(b)(4) of the Act; that James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., and ABC Appliance, Inc.,<sup>2</sup> have at all material times been employers and/or persons engaged in commerce or in an industry affecting commerce within the meaning of Sections 2(2), (6), (7) and 8(b)(4) of the Act; and that the Respondents have at all material times been labor organizations within the meaning of Sections 2(5) and 8(b)(4) of the Act.

### II. ALLEGED UNFAIR LABOR PRACTICES

Since about July 13, 1995, Respondents have had a labor dispute with the Detroit Newspaper Agency d/b/a Detroit Newspapers (DNA), The Detroit News, and the Detroit Free Press, and have engaged in a common

plan or joint venture with a common objective. Pursuant to said joint venture, Respondents have established and maintained picket lines at various locations of DNA, The Detroit News, and the Detroit Free Press, and have engaged in other joint activities in furtherance of publicizing that dispute. At no time material herein have Respondents had a labor dispute with James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., or ABC Appliance, Inc.

#### *Case 7-CC-1667*

In furtherance of their dispute with DNA, The Detroit News, and the Detroit Free Press, the Respondents, by their various agents, on October 14, 1996, engaged in the following conduct.

At the Crown Furniture store located in Clinton Township, Michigan, the Respondents engaged in a mass demonstration which included the parking of demonstrators' vehicles in substantially all parking spaces in the Crown Furniture parking lot thereby precluding access to those spaces by customers. At the James Chevrolet Dealership in Clinton Township, Michigan, the Respondents engaged in a demonstration blocking access to vehicles within the dealership showroom; engaged in a demonstration interfering with customer inspection of vehicles within the dealership showroom; and engaged in a demonstration preventing James Chevrolet salespersons from speaking with customers. And at the Art Van store in Clinton Township, Michigan, the Respondents engaged in a demonstration within the business premises which included making loud derogatory remarks about the quality of the furniture while walking through the store; and engaged in a demonstration within the business premises which included telling customers not to shop at the store and which resulted in all customers leaving the store.

By the foregoing acts and conduct, the Respondents threatened, coerced, and restrained James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc. and other persons engaged in commerce or in industries affecting commerce. Further, an object of the Respondents' conduct has been to force or require James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc. and other persons engaged in commerce or in industries affecting commerce to cease handling or otherwise dealing in the products of and to cease doing business with The Detroit Newspapers, The Detroit Free Press, and the Detroit News. Accordingly, by the foregoing conduct the Respondents have engaged in unfair labor practices within the meaning of Section 8(b)(4)(ii)(B) of the Act.

denying the General Counsel's Motion for Default Summary Judgment.

<sup>2</sup>The complaint in Case 7-CC-1670 also refers to the latter two employers as "Art Van Furniture, Inc." and "ABC Warehouse, Inc."

*Case 7-CC-1670*

Respondents, by their various agents, in the furtherance of their dispute with the Detroit Newspaper Agency, engaged in the following conduct.

At the Art Van facility located at 33801 Gratiot in Mt. Clemens, Michigan, the Respondents, about October 29, November 13, 15, 18, 19, and 21, 1996, engaged in signal picketing, and about November 21, 1996, engaged in mass handbilling.

About November 1, 3, and 9, 1996, at the Art Van facility located on 14 Mile Road in Warren, Michigan, and about November 8, 1996, at the Art Van facility located on 7 Mile Road in Livonia, Michigan, the Respondents engaged in signal picketing.

About November 19, 1996, at the ABC facility located at 3500 Gratiot in Clinton Township, the Respondents engaged in signal picketing.

By the foregoing acts and conduct, the Respondents have threatened, coerced, and restrained Art Van and ABC and other persons engaged in commerce or in industries affecting commerce. Further, an object of the Respondents' conduct has been to force or require Art Van and ABC and other persons engaged in commerce or in industries affecting commerce to cease handling or otherwise dealing in the products of, and to cease doing business with The Detroit Newspaper Agency. Accordingly, by the foregoing conduct the Respondents have engaged in unfair labor practices within the meaning of Section 8(b)(4)(ii)(B) of the Act.

*Case 7-CC-1680*

In furtherance of their dispute with DNA, The Detroit News, and the Detroit Free Press, the Respondents, by their various agents, at the Art Van facility located at 33801 Gratiot Avenue, Clinton Township, Michigan, from about November 1996 to about April 1997, appealed to individuals employed by Art Van to engage in a work stoppage and/or to withhold their labor and services; and about April 2, 1997, aimed flashlights at the occupants of vehicles entering the Art Van parking lot.

By the foregoing conduct, the Respondents have induced or encouraged individuals employed by Art Van and other persons engaged in commerce or in industries affecting commerce to refuse to perform services, and have threatened, coerced, or restrained Art Van and other persons engaged in commerce or in industries affecting commerce. Further, an object of the Respondents' conduct has been to force or require Art Van and other persons engaged in commerce or in industries affecting commerce to cease handling or otherwise dealing in the products of, and to cease doing business with DNA, The Detroit News, and The Detroit Free Press. Accordingly, by the foregoing conduct the Respondents have engaged in unfair labor practices

within the meaning of Section 8(b)(4)(i)(ii)(B) of the Act.

## CONCLUSION OF LAW

By the acts and conduct described above, the Respondents have engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(4)(i) and (ii)(B) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondents have violated Section 8(b)(4)(i) and (ii)(B) of the Act, we shall order the Respondents to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

## ORDER

The National Labor Relations Board orders that the Respondents, Local 372, International Brotherhood of Teamsters, AFL-CIO, Detroit Mailers Union No. 2040, International Brotherhood of Teamsters, AFL-CIO, GCIU Local Union No. 13N, Graphic Communications International Union, AFL-CIO, GCIU Local Union No. 289, Graphic Communications International Union, AFL-CIO, Newspaper Guild of Detroit, Local 22, The Newspaper Guild, AFL-CIO, Detroit Typographical Union No. 18, Communications Workers of America, AFL-CIO, and The Detroit Metropolitan Council of Newspapers Union, AFL-CIO, Detroit, Michigan, their officers, agents, and representatives, shall

## 1. Cease and desist from

(a) Inducing or encouraging any individual employed by Art Van, Inc., or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, load, unload, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require Art Van, Inc. or any other person engaged in commerce or in an industry affecting commerce, to cease handling or otherwise dealing in the products of, or to cease doing business with, the Detroit Newspaper Agency d/b/a Detroit Newspapers, The Detroit News, or The Detroit Free Press, or any other person engaged in commerce or in an industry affecting commerce.

(b) Threatening, coercing, or restraining James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., ABC Appliance, Inc., or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., ABC Appliance, Inc., or any other person engaged in commerce

or in an industry affecting commerce to cease handling or otherwise dealing in the products of, or doing business with the Detroit Newspaper Agency d/b/a Detroit Newspapers, The Detroit News, or The Detroit Free Press, or any other person engaged in commerce or in an industry affecting commerce.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at their business offices and meeting halls, copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondents' authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(b) Furnish the Regional Director with a sufficient number of signed copies of the notice for posting by The Detroit Newspaper Agency d/b/a Detroit Newspapers, The Detroit News, The Detroit Free Press, James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., and ABC Appliance, Inc., if the employers are willing, at all places where notices to their employees are customarily posted.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

## APPENDIX

### NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

<sup>3</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

WE WILL NOT induce or encourage any individual employed by Art Van, Inc., or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, load, unload, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require Art Van, Inc. or any other person engaged in commerce or in an industry affecting commerce, to cease handling or otherwise dealing in the products of, or to cease doing business with, The Detroit Newspaper Agency d/b/a Detroit Newspapers, The Detroit News, or The Detroit Free Press, or any other person engaged in commerce or in an industry affecting commerce.

WE WILL NOT threaten, coerce, or restrain James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., ABC Appliance, Inc., or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require James Chevrolet, Crown Furniture, Inc., Laskey Furniture Company, Art Van, Inc., ABC Appliance, Inc., or any other person engaged in commerce or in an industry affecting commerce to cease handling or otherwise dealing in the products of, or doing business with The Detroit Newspaper Agency d/b/a Detroit Newspapers, The Detroit News, or The Detroit Free Press, or any other person engaged in commerce or in an industry affecting commerce.

LOCAL 372, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO; DETROIT MAILERS UNION No. 2040, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO; GCIU LOCAL UNION No. 13N, GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, AFL-CIO; GCIU LOCAL UNION No. 289, GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, AFL-CIO; NEWSPAPER GUILD OF DETROIT, LOCAL 22, THE NEWSPAPER GUILD, AFL-CIO; DETROIT TYPOGRAPHICAL UNION No. 18, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO; AND THE DETROIT METROPOLITAN COUNCIL OF NEWSPAPERS UNION, AFL-CIO